purchaser for value. The defendant collected the amount from the plaintiff's bank, which amount the plaintiff seeks to recover. *Held*, that the defendant is not entitled to the proceeds of the check. *North and South Wales Bank* v. *Macbeth*, 24 T. L R. 397 (Eng., H. of L., March 5, 1908).

For a discussion of this case in the Court of Appeal, see 21 HARV. L. REV. 214.

CARRIERS — CONNECTING LINES — LIABILITY OF INITIAL CARRIER FOR INJURIES OCCURRING ON CONNECTING LINES. — The defendant accepted the plaintiff's goods for transportation beyond its own line, receiving full payment and issuing a through bill of lading. The goods were injured while in the possession of a connecting carrier. *Held*, that the defendant is liable. *St. Louis, I. M. & S. Ry. Co.* v. *Randle*, 107 S. W. 669 (Ark ).

A carrier's liability for injuries not occurring on its own line arises only by contract express or implied. Whether such a contract is to be implied from the circumstances of a particular shipment is properly a question for the jury. *Gray* v. *Jackson*, 51 N. H. 9. The present case, however, follows the English rule that, as a matter of law, mere acceptance of the goods for carriage beyond the carrier's line constitutes an implied contract of through carriage. In this country the greater distances and dangers, making the hardship to the carrier seem larger, apparently prevented its adoption generally; and, since the acceptance is obligatory, this rule is certainly too strict. *Cf. Nutting* v. *Conn. R. R.*, 1 Gray (Mass.) 502; *Van Santvoord* v. *St. John*, 6 Hill (N. Y.) 157. Nevertheless the shipper's difficulties, first in placing responsibility for a loss and then in suing in a distant state, demand that a through contract should be readily implied, especially as the carrier may to some extent limit his liability by express contract. Therefore the result in the present case, where a through rate was made and a through bill of lading issued, each in itself strong evidence of a through contract, seems correct. *R. R. Co.* v. *Pratt*, 22 Wall. (U. S.) 123.

CONFLICT OF LAWS — OBLIGATIONS EX DELICTO — RECOVERY FOR CARRIER'S FAILURE TO DELIVER. — The plaintiff delivered goods to the defendant carrier in Kansas for transportation to Massachusetts. The goods were destroyed in Kansas under circumstances rendering the carrier liable. The plaintiff sued in Missouri *ex delicto* for failure to deliver, and by the law of the forum, if an action was barred by the statute of limitations in the state where it arose, no action would lie. *Held*, that the right of action arose in Massachusetts and that the Kansas statute of limitations is inapplicable. *Merritt Creamery Co.* v. *Atchison, T. & S. F. Ry. Co.*, 107 S. W. 462 (Mo., K. C. Ct. App.).

It is generally recognized that a common carrier through whose fault goods are destroyed is subject to an action either *ex contractu* or *ex delicto*. *Denman* v. *Chicago, etc., Co.*, 52 Neb. 140. If the suit is *ex contractu*, the validity of the contract and the extent of the carrier's obligation should be governed by the *lex loci contractus*. See 10 HARV. L. REV. 168. But if the contract is broken, the right to damages is a cause of action arising at the place of performance, since it is there that the promisor breaks his contract. See 17 HARV. L. REV. 354. When sued in tort, however, the obligation of the carrier as well as its breach is governed by the law of the place where the acts complained of occurred. *Indiana, etc., Co.* v. *Masterson*, 16 Ind. App. 323. Had the plaintiff sued in contract for the breach, his cause of action would certainly have arisen in Massachusetts. *Curtis* v. *Delaware, etc., Co.*, 74 N. Y. 116. But the defendant is under a duty, apart from contract, to deliver. *Raphael* v. *Pickford*, 5 M. & G. 551. The cause of action founded on a breach of this duty also arose in Massachusetts, and the present case is sound in so holding.

CONSTITUTIONAL LAW — DUE PROCESS OF LAW — CONSTITUTIONALITY OF STATUTE AUTHORIZING SERVICE BY PUBLICATION ON CORPORATIONS. — A domestic corporation was served by publication according to Virginia Code, 1904, § 3225, which provides for publication of process once a week for four successive weeks in a newspaper, published in the state, in case no person who can be served for the corporation is in the county where suit is brought.